RECORD
AND
BRIEFS

FILED
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SUPREME COURT, U.S.

No. 16-307

IN THE

Supreme Court of the United States

NATIONAL LABOR RELATIONS BOARD,
Petitioner,

v.

MURPHY OIL USA, INC., *et al.*,
Respondents.

On Writ of Certiorari to the
United States Court of Appeals
for the Fifth Circuit

JOINT APPENDIX

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PETITION FOR A WRIT OF CERTIORARI FILED: SEPTEMBER 9, 2016
CERTIORARI GRANTED: JANUARY 13, 2017

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The following materials have been omitted in printing the joint appendix because they appear on the following pages in the appendix to the petition for certiorari:

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NATIONAL LABOR RELATIONS BOARD

In the Matter of:
Murphy Oil USA, Inc.

Board Case No.:
10-CA-038804

RELEVANT DOCKET ENTRIES

Date	Documents
01.28.11	Charge
03.31.11	Complaint and Notice of Hearing (with attachment)
04.13.11	Answer to Complaint
04.26.11	Order Postponing Hearing Indefinitely
01.20.12	Amended Answer to Complaint
02.24.12	Second Amended Answer to Complaint
02.28.12	Order Rescheduling Hearing
04.11.12	Amended Charge
04.11.12	Order Postponing Hearing Indefinitely (with attachment)
10.25.12	Amended Complaint and Notice of Hearing (with attachment)
10.31.12	Answer to Amended Complaint and Notice of Hearing
11.29.12	Joint Motion and Stipulation of Facts (with attachments)

Date	Documents
02.11.13	Order Approving Stipulation, Granting Motion, and Transferring Proceeding to the Board
02.25.13	General Counsel's Motion for Extension of Time to File Briefs
02.25.13	Associate Executive Secretary's Order Granting Extension of time to File Briefs
03.25.13	Acting General Counsel's Brief to the Board
03.25.13	Respondent's Brief in Support of Its Motion for Judgment on Stipulated Facts
03.25.13	Brief of Charging Party
10.28.14	Decision and Order

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

Court of Appeals
Docket #: 14-60800

MURPHY OIL USA, INCORPORATED
Petitioner / Cross-Respondent,

v.

NATIONAL LABOR RELATIONS BOARD
Respondent / Cross-Petitioner,

SHEILA HOBSON
Intervenor.

RELEVANT DOCKET ENTRIES

Date	Document
11/07/2014	AGENCY CASE docketed. Petition for review filed by Petitioner Murphy Oil USA, Incorporated. Date received in 5th Circuit: 11/06/2014. Administrative Record due on 12/17/2014 [14-60800] (DDL)
	* * *
12/04/2014	UNOPPOSED MOTION to intervene filed by Sheila Hobson in support of Respondent, Date of Service: 12/04/2014 [14-60800]

Date	Document
12/08/2014	COURT ORDER granting motion to intervene [7790438-2] by Sheila Hobson in 14-60800 Judge(s): SAH. [14-60800] (CMB)
	* * *
12/17/2014	CERTIFIED LIST filed. Date of Service: 12/17/2014 via email
	* * *
01/06/2015	ADMINISTRATIVE RECORD ON APPEAL FILED. Paper Pleadings, 1; [14-60800] (DLJ)
	* * *
01/28/2015	APPELLANT'S BRIEF FILED
	* * *
02/20/2015	RECORD EXCERPTS FILED. # of Copies Provided: 0 Record Excerpts deadline satisfied. Paper Copies of Record Excerpts due on 03/02/2015 for Petitioner Cross-Respondent Murphy Oil USA, Incorporated. [14-60800]
	* * *
04/01/2015	CROSS APPELLANT'S BRIEF FILED
04/01/2015	MOTION for hearing en banc [7878747-2]. Date of service: 04/01/2015 [14-60800]
	* * *
04/08/2015	INTERVENOR'S BRIEF FILED
	* * *
05/11/2015	APPELLANT'S REPLY BRIEF FILED

Date	Document
	* * *
06/24/2015	COURT ORDER denying motion for hearing en banc filed by Respondent Cross-Petitioner NLRB [7878747-2] Judge(s): JEG. [14-60800] (DDL)
	* * *
08/18/2015	SUPPLEMENTAL AUTHORITIES (FRAP 28j) FILED by Petitioner Cross-Respondent Murphy Oil USA, Incorporated Date of Service: 08/18/2015 via email
08/20/2015	RESPONSE filed by Respondent Cross-Petitioner NLRB to the 28j letter filed by Petitioner Cross-Respondent Murphy Oil USA, Incorporated in 14-60800 [7990296-2] Date of Service: 08/20/2015 via email
08/31/2015	SUPPLEMENTAL AUTHORITIES (FRAP 28j) FILED by Respondent Cross-Petitioner NLRB Date of Service: 08/31/2015 via email
08/31/2015	ORAL ARGUMENT HEARD before Judges Jones, Smith, Southwick. Arguing Person Information Updated for: Jeffrey William Burritt arguing for Respondent Cross-Petitioner National Labor Relations Board; Arguing Person Information Updated for: Jeffrey A. Schwartz arguing for Petitioner Cross-Respondent Incorporated Murphy Oil USA [14-60800] (SME)

Date	Document
10/26/2015	PUBLISHED OPINION FILED. [14-60800 Enforced in Part and Reversed in Part] Judge: EHJ, Judge: JES , Judge: LHS. [14-60800] (JRS)
10/26/2015	Rule 19 notice issued. Board's Proposed Judgment due on 11/09/2015 for Respondent Cross-Petitioner National Labor Relations Board. [14-60800] (JRS)
	* * *
11/09/2015	Board's proposed judgment received. Board's Proposed Judgment deadline satisfied.. Response to Board's Proposed Judgment due on 11/23/2015 for Petitioner Cross-Respondent Murphy Oil USA, Incorporated.
11/23/2015	RESPONSE/OPPOSITION dktPartExt} to the proposed judgment. [8054729-2] Date of Service: 11/23/2015. [14-60800]
12/01/2015	RESPONSE/OPPOSITION filed by NLRB [8070521-1] to the proposed judgment [8054729-2] Date of Service: 12/01/2015 via email
02/18/2016	PROPOSED JUDGMENT FILED by Respondent Cross-Petitioner NLRB.
	* * *
04/18/2016	PETITION for rehearing en banc [8180687-2]
	* * *

Date	Document
05/13/2016	COURT ORDER denying petition for rehearing en banc filed by Respondent Cross-Petitioner NLRB [8180687-2] Without Poll. Mandate pull date is 05/20/2016 [14-60800] (DDL)
05/23/2016	MANDATE ISSUED. Mandate pull date satisfied. [14-60800] (DDL)

* * * *

BINDING ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL (APPLICANT)

This Agreement is entered into between Murphy Oil USA, Inc. ("Company") and the undersigned applicant (hereinafter "Individual"). Excluding claims which must, by statute or other law, be resolved in other forums, Company and Individual agree to resolve any and all disputes or claims each may have against the other which relate in any manner whatsoever as to Individual's employment, including but not limited to, all claims beginning from the period of application through cessation of employment at Company and any post-termination claims and all related claims against managers, by binding arbitration pursuant to the National Rules for the Resolution of Employment Disputes ("Rules") of the American Arbitration Association (hereinafter "AAA"). Disputes related to employment include, but are not limited to, claims or charges based upon federal or state statutes, including, but not limited to, the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, and any other civil rights statute, the Americans with Disabilities Act, the Family and Medical Leave Act, the Fair Labor Standards Act or other wage statutes, the WARN Act, claims based upon tort or contract laws or common law or any other federal or state or local law affecting employment in any manner whatsoever. In the event that arbitration is brought pursuant to any law or statute which provides for allocation of attorneys' fees and costs, the arbitrator shall have the au-

thority to allocate costs and/or attorneys' fees pursuant to the applicable law or statute.

This Agreement mutually binds Individual and Company to arbitrate any and all disputes between them as set forth herein. Individual also is bound to arbitrate any related claims he/she individually may have arising out of or in the context of their employment relationship against any manager of the Company. Conversely, managers have signed similar arbitration agreement and thereby are bound to arbitrate any related claims they individually may have against Individual arising out of or in the context of their employment relationship.

Individual understands that he/she will not be considered for employment by the Company unless he/she signs this Agreement. Individual further understands that, as additional consideration for signing this Agreement, the Company agrees to pay all costs of arbitration charged by AAA, other than filing fees, and to be bound by the arbitration procedure set forth in this Agreement. In the event Individual is unable to pay the applicable filing fee for arbitration due to extreme hardship, Individual may apply to AAA for deferral or reduction of the fees. AAA shall determine whether the Individual qualifies for a waiver, deferral or reduction of its filing fee. To invoke the arbitration process, Individual or Company must contact the American Arbitration Association at 2200 Century Parkway, Suite 300, Atlanta, Georgia 30345-3202, 404-325-0101, direct toll free: 1-800-925-0155, facsimile 404-325-8034, or the nearest regional office of AAA. Individual also must provide written notification that he/she is invoking the arbitration process to the Law Department, Murphy Oil

USA, Inc., 200 Peach Street, El Dorado, Arkansas 71730, facsimile: 870-864-6489.

Arbitrations pursuant to this Agreement shall be conducted in accordance with the Rules of AAA except where those Rules conflict with the terms of this Agreement, in which event the terms of this Agreement shall control.

Company and Individual expressly agree that the Federal Arbitration Act governs the enforceability of any and all of the arbitration provisions of this Agreement, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Questions of arbitrability (that is whether an issue is subject to arbitration under this Agreement) shall be decided by the arbitrator. Likewise, procedural questions which arise out of the dispute and bear on its final disposition are matters for the arbitrator to decide.

This Agreement shall be binding upon and inure to the benefit of any successor or assignee of the Company and as to the Individual's heirs, executors and administrators.

This Agreement is an agreement as to choice of forum and is not intended to extend any applicable statute of limitation. Individual and Company understand and agree that any claim for arbitration will be timely only if brought within the time in which an administrative charge or a complaint could have been filed with the administrative agency or the court. If the arbitration claim raises an issue which could not have been timely filed with the appropriate administrative agency or court, then the claim must be treated as the administrative agency or court

would have treated it. Claims must be filed within the time set by the appropriate statute of limitation.

By signing this Agreement, Individual and the Company waive their right to commence, be a party to, or class member or collective action in any court action against the other party relating to employment issues. Further, the parties waive their right to commence or be a party to any group, class or collective action claim in arbitration or any other forum. The parties agree that any claim by or against Individual or the Company shall be heard without consolidation of such claim with any other person or entity's claim.

If any claim is found not to be subject to this Agreement and the arbitration procedure, it must be brought in the federal or state court which is closest to the site at which Individual was employed by the Company and which has jurisdiction over the matter. Both Individual and Company expressly agree to waive any right to seek or demand a jury trial and agree to have any dispute decided solely by a judge of the court.

If any provision of this Agreement is determined to be invalid or unenforceable, it is agreed that the remainder of this Agreement shall remain in full force and effect. The parties agree that this Agreement may be interpreted or modified to the extent necessary for it to be enforceable and to give effect to the parties' expressed intent to create a valid and binding arbitration procedure to resolve all disputes not expressly excluded. In the event any provision of this Agreement is found unlawful or unenforceable and an arbitrator (or court) declines to modify this Agreement to give effect to the parties' intent, then

the parties agree that this Agreement shall be self-amending, meaning it automatically, immediately and retroactively shall be amended, modified, and/or altered to achieve the intent of this Agreement to the maximum extent allowed by law. If the parties cannot agree upon the appropriate amendment or modification, an arbitrator shall make that determination. Other than as set forth in the above provision, all other modifications of this Agreement must be in writing and signed by a Vice President of the Company and Individual.

INDIVIDUAL AND COMPANY UNDERSTAND THAT, ABSENT THIS AGREEMENT, THEY WOULD HAVE THE RIGHT TO SUE EACH OTHER IN COURT, TO INITIATE OR BE A PARTY TO A GROUP OR CLASS ACTION CLAIM, AND THE RIGHT TO A JURY TRIAL, BUT, BY EXECUTING THIS AGREEMENT, BOTH PARTIES GIVE UP THOSE RIGHTS AND AGREE TO HAVE ALL EMPLOYMENT DISPUTES BETWEEN THEM RESOLVED BY MANDATORY, FINAL AND BINDING ARBITRATION. ANY EMPLOYMENT RELATIONSHIP BETWEEN INDIVIDUAL AND COMPANY IS TERMINABLE AT-WILL, AND NO OTHER INFERENCE IS TO BE DRAWN FROM THIS AGREEMENT.

11/5/2008	✓ Digitally Signed by: SHEILA M HOBSON
Date	Individual's Signature
Murphy Oil USA, Inc.	SHEILA M HOBSON
	Individual's Name (Please Print)
/s/ Henry K. Heithaus	
By Henry K. Heithaus, President	Individual's Social Security Number

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA

Civil Action No.:
2:10-cv-01486-CLS

JURY TRIAL DEMANDED

SHEILA HOBSON, CHRISTINE PINCKNEY, SUSAN ELLINGTON, and SANTRESSA LOVELACE, Individually and On behalf of similarly situated employees,

Plaintiffs,

v.

MURPHY OIL USA, INC.,

Defendant.

Filed: June 14, 2010

COLLECTIVE ACTION COMPLAINT

The named Plaintiffs, individually and on behalf of a class of similarly situated employees, collectively complain against the Defendant Murphy Oil USA, Inc. ("Murphy Oil"), as follows:

Jurisdiction and Venue

1. This is a collective action brought under the Fair Labor Standards Act. This Court has jurisdiction over Plaintiffs' claims because they are brought pursuant to the Fair Labor Standards Acts, 29 U.S.C. §§ 201 *et seq.*, and because they raise a federal question pursuant to 28 U.S.C. § 1331. At all rele-

vant times Defendant Murphy Oil engaged and engages in interstate commerce.

2. Venue is proper in this federal judicial district pursuant to 28 U.S.C. §1391(a) and (c), because a substantial part of the events or omissions giving rise to these claims occurred within this judicial district, and because Defendant Murphy Oil regularly conducts business within this judicial district and thus is subject to personal jurisdiction within this judicial district.

Parties

3. Plaintiff, Sheila Hobson, is over the age of nineteen (19) and works as an Assistant Manager for Murphy Oil. She has worked at the Murphy Oil store in Calera, Alabama, as a cashier, and currently works at the Murphy Oil kiosk located in Pelham, Alabama. Ms. Hobson has expressly authorized the filing of this collective action.

4. Plaintiff, Susan Ellington, is over the age of nineteen (19) and works as an Assistant Manager for Murphy Oil. She has worked at the Murphy Oil store in Calera, Alabama, as a cashier, and currently works, as an Assistant Manager, at the Murphy Oil store in Calera, Alabama. Ms. Ellington has expressly authorized the filing of this collective action.

5. Plaintiff, Christine Pinckney, is over the age of nineteen (19) and worked as an Assistant Manager for Murphy Oil. She worked at the Murphy Oil store in Calera, Alabama. Ms. Pinckney has expressly authorized the filing of this collective action.

6. Plaintiff, Santressa Lovelace, is over the age if nineteen (19) and worked as an Assistant Manager for Murphy Oil. She has worked as both a cashier

and an Assistant Manager at the Murphy Oil store in Roebuck, Alabama. Ms. Lovelace has expressly authorized the filing of this collective action.

7. Defendant Murphy Oil, is a foreign corporation with its principal place of business in El Dorado, Arkansas, and is incorporated under the laws of Delaware.

Factual Allegations

8. Defendant Murphy Oil, is a retail subsidiary of Murphy Oil Corporation, an international oil and gas company.

9. Defendant Murphy Oil operates approximately 1,000 gas stations in 21 states throughout the Southeast and the Midwest United States.

10. At all material times, Defendant Murphy Oil has been an employer within the meaning of § 3 (d) of the FLSA.

11. At all material times, Plaintiffs have been employed by Defendant Murphy Oil within the meaning of §3 (d) of the FLSA.

12. Murphy Oil has at least two types of hourly employees—Assistant Managers and cashiers.

13. In the Defendant's job description, Defendant provides that the Assistant Manager should "promote a safe work environment and manage the sales, operations and personnel in order to ensure quality customer service and to maximize store sales and profitability" as well as being able to completely perform all duties necessary to run the store without any supervision.

14. In the Defendant's job description on its website, Defendant states that cashiers should "[p]rovide

exceptional customer service while tendering transactions for gasoline, snacks, tobacco and other products." Cashiers also "[s]upport [the] store with duties such as stocking, cleaning, safety compliance."

15. For each shift, Defendant has a checklist of tasks to be done by hourly employees on duty, which are so numerous that they must arrive early and stay late to perform their duties.

16. Defendant Murphy Oil requires its employees to perform fuel surveys at certain specified times of the day. These fuel surveys take significant time and are conducted during times when its hourly employees are not compensated.

17. Defendant Murphy Oil describes fuels surveys as one of the most important aspects of their business in their training manuals.

18. Defendant's employees are required to do several fuels surveys a day. These fuel surveys involve driving in a defined geographical area to other fuel stations not owned or operated by Defendant Murphy Oil and recording information concerning the price of fuel offered by such fuel stations. This includes driving up to the pump of these fuel stations to verify that the information on competitors' signs is correct.

19. After an employee finishes conducting the fuel survey, he or she must travel to the Murphy Oil fuel station where he or she works. Once in the fuel station, the employee enters the information gathered during the fuel survey into a computer owned and operated by Murphy Oil. The information taken from these surveys is then transmitted at certain times daily through the computer to the main office.

20. If a fuel survey is not submitted in a timely manner, the store's commission is docked.

21. District Managers frequently come into the stores to verify fuel surveys are performed during the allotted time provided for by Defendant Murphy Oil. In accordance with Defendant Murphy Oil's policy and practice, if it is suspected that a fuel survey has not been verified, the store will be docked a percentage of its commission.

22. All of Defendant Murphy Oil's hourly employees are instructed to perform these fuel surveys before coming into work and after leaving for the day. The time it takes to perform these surveys is uncompensated.

23. Though hourly employees frequently arrive early and stay late, they are not allowed to clock in until the time listed on their schedule or they are subject to discipline by the Store Manager or the District Manager. This work performed prior to and after their paid shift is not compensated.

24. Hourly employees are required to perform a fuel survey prior to arriving at the store to begin their shift. In addition to fuel surveys, hourly employees are required to perform various work-related activities off the clock including but not limited to: cleaning the store, stocking the shelves, unloading merchandise from trucks, making bank deposits, running errands, and getting supplies. This work is not compensated.

Facts pertaining to Hobson

25. On or about November 5, 2008, Defendant Murphy Oil hired Plaintiff Hobson as a cashier to work in its store located in Calera, Alabama. Plain-

tiff Hobson was promoted to work as an Assistant Manager in the Calera, Alabama store after about six weeks.

26. Plaintiff Hobson currently works as an Assistant Manager for the Pelham, Alabama store.

27. As an Assistant Manager in both Defendant Murphy Oil's Calera and Pelham, Alabama stores, Plaintiff Hobson has regularly worked over 40 hours in any given work week and not been compensated for all hours worked, including overtime.

28. Plaintiff Hobson has worked overtime hours, and she has recorded those hours. However, in several instances, those overtime hours have been eliminated from her pay check.

29. As an Assistant Manager, Plaintiff Hobson has a list of tasks that must be accomplished in her 8 hour shift that is so numerous that she frequently has to work early or late at the store to get the tasks accomplished. These are hours for which she has never been compensated.

30. Plaintiff Hobson's Store Manager and District Manager have told her to not record the overtime hours she works.

31. Plaintiff Hobson is required to conduct a fuel survey one to two times a day for which she is not compensated. Fuel surveys take a significant amount of time for which she is not compensated.

32. In addition to fuel surveys, Hobson is required to perform various work-related activities for which she is not compensated including but not limited to: cleaning the store, stocking the shelves, unloading merchandise from trucks, making bank deposits, running errands, and getting supplies.

Facts pertaining to Ellington

33. On or about March 2008, Defendant Murphy Oil hired Plaintiff Ellington as a cashier in the store located in Calera, Alabama. Plaintiff was promoted about six months later to an Assistant Manager position in the Calera, Alabama store.

34. As an Assistant Manager in the Calera, Alabama store, Ellington has worked over 40 hours in any given work week and not been compensated for all hours worked, including overtime.

35. Plaintiff Ellington has worked overtime hours, and she has recorded those hours. However, in several instances, those overtime hours have been eliminated from her pay check.

36. As an Assistant Manager, Plaintiff Ellington has a list of tasks that must be accomplished in her 8 hour shift that is so numerous that she frequently has to work early or late at the store to get the tasks accomplished. These are hours for which she has never been compensated.

37. Plaintiff Ellington's Store Manager and District Manager have told her to not record the overtime hours she works.

38. Plaintiff Ellington is required to conduct a fuel survey one to two times a day for which she is not compensated. Fuel surveys take a significant amount of time for which she is not compensated.

39. In addition to fuel surveys, Plaintiff Ellington is required to perform various work-related activities for which she is not compensated including but not limited to: cleaning the store, stocking the shelves, unloading merchandise from trucks, making bank deposits, running errands, and getting supplies.

Facts pertaining to Pinckney

40. On or about March 2007, Defendant Murphy Oil hired Plaintiff Pinckney as an Assistant Manager in the store located in Calera, Alabama.

41. As an Assistant Manager in the Calera, Alabama store, Pinckney has worked over 40 hours in any given work week and not been compensated for all hours worked, including overtime.

42. Plaintiff Pinckney has worked overtime hours, and she has recorded those hours. However, in several instances, those overtime hours have been eliminated from her pay check.

43. As an Assistant Manager, Plaintiff Pinckney has a list of tasks that must be accomplished in her 8 hour shift that is so numerous that she frequently has to work early or late at the store to get the tasks accomplished. These are hours for which she has never been compensated.

44. Plaintiff Pinckney's Store Manager and District Manager have told her to not record the overtime hours she works.

45. Plaintiff Pinckney is required to conduct a fuel survey one to two times a day for which she is not compensated. Fuel surveys take a significant amount of time for which she is not compensated.

46. In addition to fuel surveys, Pinckney is required to perform various work-related activities for which she is not compensated including but not limited to: cleaning the store, stocking the shelves, unloading merchandise from trucks, making bank deposits, running errands, and getting supplies.

Facts pertaining to Lovelace

47. On or about September 2008, Defendant Murphy Oil hired Plaintiff Lovelace as a cashier in the store located in Roebuck, Alabama. She was promoted to Assistant Manager about two weeks later.

48. As an Assistant Manager in the Roebuck, Alabama store, Lovelace has regularly worked over 40 hours in any given work week and not been compensated for all hours worked, including overtime.

49. Plaintiff Lovelace has worked overtime hours, and she has recorded those hours. However, in several instances, those overtime hours have been eliminated from her pay check.

50. As an Assistant Manager, Plaintiff Lovelace has a list of tasks that must be accomplished in her 8 hour shift that is so numerous that she frequently has to work early or late at the store to get the tasks accomplished. These are hours for which she has never been compensated.

51. Plaintiff Lovelace's Store Manager and District Manager have told her to not record the overtime hours she works.

52. Plaintiff Lovelace is required to conduct a fuel survey one to two times a day for which she is not compensated. Fuel surveys take a significant amount of time for which she is not compensated.

53. In addition to fuel surveys, Plaintiff Lovelace is required to perform various work-related activities for which she is not compensated including but not limited to: cleaning the store, stocking the shelves, unloading merchandise from trucks, making bank deposits, running errands, and getting supplies.

Class Allegations

54. Plaintiffs bring their claims pursuant to 29 U.S.C. §216(b) as a representative action on behalf of the following similarly situated individuals:

(a) All current and former hourly employees, including but not limited to assistant managers and cashiers, who worked for Defendant Murphy Oil since June 11, 2007.

55. Plaintiffs are similarly situated, in accordance with 29 U.S.C. §216(b), since they are all paid in accordance with a uniform and company-wide compensation policy that they allege violates the provisions of the FLSA. This uniform policy, in violation of the FLSA, has been applied to all hourly employees in Murphy Oil stores.

56. Plaintiffs have no interests that are antagonistic to or in conflict with those interests that they have undertaken to represent as Class Representatives.

57. Plaintiffs have retained competent and experienced counsel who are experienced in collective action cases brought under the FLSA and are able to effectively represent the interests of the entire Class.

VIOLATION OF THE FAIR LABOR STANDARDS ACT 29 U.S.C, § 201 *et seq.*

58. Plaintiffs re-allege and incorporate the preceding paragraphs as if fully set forth herein.

59. The FLSA requires that covered employees be compensated for every hour worked in a workweek. *See* 29 U.S.C. §206(b).

60. Section 13 of the FLSA, codified at 29 U.S.C. § 213, exempts certain categories of employees from

overtime pay obligations. None of the FLSA exemptions apply to Plaintiffs or potential opt-in Plaintiffs.

61. Murphy Oil does not pay the plaintiffs and similarly situated employees at their regular rate of pay for every hour they work in a workweek, including overtime, which violated 29 U.S.C. § 206 and § 207.

62. Defendant Murphy Oil willfully and/or knowingly failed to pay plaintiffs and similarly situated employees for all time worked as defined by 29 U.S.C. §206, including overtime. 29 U.S.C. §255(a). The plaintiffs and similarly situated employees were damaged as a result of Murphy Oil's willful and/or knowing violation of the FLSA, 29 U.S.C. §§ 201 *et seq*.

63. Defendant's failure to pay wages and overtime pay to Plaintiffs in accordance with FLSA regulations was neither reasonable, nor in good faith. 29 U.S.C. § 259.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief against Defendant:

A. An order permitting this litigation to proceed as a collective action pursuant to 29 U.S.C. § 216(b);

B. Prompt notice, pursuant to 29 U.S.C. § 216(b), of this litigation to all potential members of the collective action;

C. Enter judgment against Defendant and in favor of Plaintiffs and others similarly situated, for the amount of unpaid overtime that the Defendant has failed and refused to pay in violation of the Fair Labor Standards Act;

D. Find that Defendant's violations of the Fair Labor Standards Act were willful;

E. An injunction prohibiting Defendant from engaging in future violations of the Fair Labor Standards Act;

F. Liquidated damages to the fullest extent permitted under the Fair Labor Standards Act;

G. Litigation costs, expenses, and attorneys' fees to the fullest extent permitted under the Fair Labor Standards Act; and,

H. Such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to the Seventh Amendment of the United States Constitution, the plaintiffs respectfully request a trial by jury.

Respectfully submitted,

/s/ Richard Rouco
Attorney for Plaintiffs

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